

**NORTH AMERICAN
CAR CORP.**

*All nos
restated
herein*

2-132A057

RECORDATION NO. 9718-1

9718-1

NORTH AMERICAN CAR CORPORATION
33 West Monroe
Chicago, IL U.S.A. 60603
Telephone 312.853.5000
Telex #255222

No. **MAY 12 1982**
Date **MAY 12 1982 2:30 PM**
Fee \$ **10.00**
ICC Washington, D.C.

INTERSTATE COMMERCE COMMISSION
December 3, 1981

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and several counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Supplemental Trust Agreement, a secondary document dated as of December 3, 1981.

The primary document to which this is connected is recorded under Recordation No. 9718.

The names and addresses of the parties to the document are as follows:

Obligor: North American Car Corporation
33 West Monroe Street
Chicago, Illinois 60603

Trustee: Crocker National Bank, as Trustee
611 West Sixth Street
Los Angeles, California 90017

The equipment covered by the document is described therein.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger delivering this letter.

A short summary of the document to appear in the index follows:

Supplemental Trust Agreement to an Equipment Trust
Agreement with Recordation No. 9718 , dated as of 12/3/81
covering the equipment described therein.

Very truly yours,
James M. Gillespie

JMG:bmt
Enclosures

MAY 12 2:30 PM '82
FEE OPERATION BR
I C C
RECEIVED

Interstate Commerce Commission

Washington, D.C. 20423

5/12/82

OFFICE OF THE SECRETARY

**James M. Gillespie
North American Car Corp.
33 West Monroe
Chicago, Illinois 60603**

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **5/12/82** at **2:30pm**, and assigned recordation number(s). **9718-I**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

**SE-30
(7/79)**

RECORDATION NO. 9718- I
FILED 12/12/82

MAY 12 1982 2:30 PM

SUPPLEMENTAL TRUST AGREEMENT
~~STATE~~ COMMERCE COMMISSION

Dated as of December 3, 1981

THIS SUPPLEMENTAL TRUST AGREEMENT dated as of December 3, 1981, between NORTH AMERICAN CAR CORPORATION (the "Company") and CROCKER NATIONAL BANK, as Trustee (the "Trustee");

W I T N E S S E T H :

WHEREAS the Company has heretofore executed and delivered to the Trustee an Equipment Trust Agreement dated as of September 25, 1978 (the "Trust Agreement"), providing for the issue of its 9-3/4% Equipment Trust Certificates, Second 1978 Series due December 15, 1998 (the "Trust Certificates"), in the aggregate principal amount of \$63,000,000, a true copy of which Trust Agreement is, if the Trustee so directs, annexed hereto as Appendix B, the terms and provisions of which Trust Agreement are incorporated by reference herein, and the definitions provided in said Trust Agreement are hereby extended to apply to all capitalized terms used herein and not otherwise herein defined; and

WHEREAS the Company desires to effect a substitution under the Trust Agreement for certain of the Trust Equipment which has become worn out, sold, unsuitable for use, lost or destroyed; and

WHEREAS the parties hereto desire to amend Attachments A and B to the Trust Agreement so as to give effect to such substitution;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar (\$1.00) duly paid to it by the Trustee on execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Company and the Trustee covenant and agree for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

Attachments A and B to the Trust Agreement is hereby amended in its entirety to be and read as set forth in Appendix A hereto.

The Trustee accepts the provisions hereof but only upon the terms and conditions set forth in the Trust Agreement as amended hereby.

Except for the amendment of Attachments A and B as provided herein, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be and remain in full force and effect. This Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Except for the amendment of Attachments A and B as provided herein, this Supplemental Trust Agreement shall not supersede, displace or invalidate any prior recordation of the Trust Agreement under the laws of any province of Canada. The Company is hereby appointed the agent of the Trustee for the purpose of taking delivery of any Equipment being delivered in substitution for Equipment, cash or letters of credit being released in connection herewith.

The provisions of this Supplemental Trust Agreement and all the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois. The Company hereby waives and releases all its rights, benefits, and protection given it by Sections 23 through 28 (both inclusive) of the Chattel Mortgage Act of the Province of British Columbia, and amendments thereto, and by Sections 19 through 24 (both inclusive) of the Sale of Goods on Condition Act of the Province of British Columbia, and amendments thereto.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Trust Agreement to be executed by their respective officers, duly authorized, and have caused their respective corporate seals, duly attested, to be hereunto affixed, as of the day and year first above written.

NORTH AMERICAN CAR CORPORATION

By Paul M. Harr
Vice President

ATTEST:

James W. Elly
Assistant Secretary

CROCKER NATIONAL BANK, as Trustee

By C. Allen
Its VICE PRESIDENT

ATTEST:

Its ASST TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF COOK)

On this 3rd day of December, 1981,
before me personally appeared Paul M. O'Nana,
to me personally known, who, being by me duly sworn, says
that he is a Vice President of NORTH AMERICAN CAR CORPORATION,
that one of the seals affixed to the foregoing instrument is
the corporate seal of said corporation and that said instru-
ment was on December 3, 1981, signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and he acknowledged that the execution of the fore-
going instrument was the free act and deed of said corporation.

Tricia Prewett

Notary Public

My Commission Expires:

March 26, 1983

(S E A L)

STATE OF California)
COUNTY OF Los Angeles)

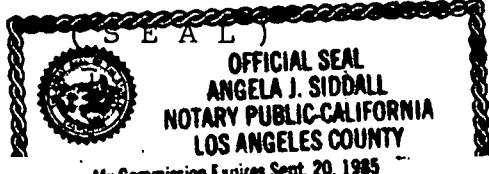
On this 5th day of May, 1982,
before me personally appeared John G. Glen,
to me personally known, who, being by me duly sworn, says
that he is Vice President of CROCKER NATIONAL
BANK, that one of the seals affixed to the foregoing instrument
is the corporate seal of said national banking association and
that said instrument was on May 5, 1982, signed
and sealed on behalf of said national banking association by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the free
act and deed of said national banking association.

Angela J. Siddall

Notary Public

My Commission Expires:

Sept 20, 1985



APPENDIX A

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1978 SERIES

SERIAL #	CAR QUANT.	RUNNING #	CAR TYPE	MACH TO INIT.	MECH FROM	AAR DESN. CODE	TRUCK CAPACITY	DESCRIPTION	DOT-SPEC.	
									TON	TON
1 016110	NAIX 016110	TANK	TANK	TUJ	TUJ	016110	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 016116	NAIX 016116	TANK	TANK	TUJ	TUJ	016116	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 016129	NAIX 016129	TANK	TANK	TUJ	TUJ	016129	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
11 016140	WA16150	TANK	TANK	TUJ	TUJ	016150	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
24 016151	016174	TANK	TANK	TUJ	TUJ	016174	TON	16,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 016175	NAIX 016175	TANK	TANK	TUJ	TUJ	016175	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
10 016176	016185	TANK	TANK	TUJ	TUJ	016185	TON	16,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
5 017010	017014	TANK	TANK	TMI	TMI	017014	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017015	NAIX 017015	TANK	TANK	TMI	TMI	017015	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
33 017016	017048	TANK	TANK	TMI	TMI	017048	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
5 017200	017204	TANK	TANK	TUJ	TUJ	017204	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
8 017206	017213	TANK	TANK	TUJ	TUJ	017213	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017214	AESX 008919	TANK	TANK	TUJ	TUJ	017214	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
2 017215	017216	TANK	TANK	TUJ	TUJ	017216	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017217	AESX 008922	TANK	TANK	TUJ	TUJ	017217	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017218	NAIX 017218	TANK	TANK	TUJ	TUJ	017218	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
2 017219	017220	AESX 008924	TANK	TUJ	TUJ	008925	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017221	NAIX 017221	TANK	TANK	TUJ	TUJ	017221	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
2 017222	017223	AESX 008927	TANK	TUJ	TUJ	008928	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
1 017224	NAIX 017223	TANK	TANK	TUJ	TUJ	017223	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
2 017225	017226	NATX 017225	TANK	TUJ	TUJ	017226	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
3 017227	017229	AESX 008932	TANK	TUJ	TUJ	008934	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
3 017230	017232	NATX 017230	TANK	TUJ	TUJ	017232	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
2 017233	017234	AESX 008938	TANK	TUJ	TUJ	008939	TON	18,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
55 017245	017299	NAIX 017245	TANK	TM	TM	017299	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3
5 027500	027504	NCIX 027500	TANK	TM	TM	027504	TON	17,000 GALLON CAPACITY	DOT-SPEC.	DOT105A50W1
25 029200	029224	NATX 029200	TANK	TM	TM	029224	TON	31,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W1
3 029243	029245	NAIX 029243	TANK	TM	TM	029245	TON	31,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W1
2 058741	058742	NAHX 058741	HOPPER	LO	LO	058742	TON	6,000 CUBIC FEET		
1 058743	NAHX 058743	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
1 058744	NAHX 058744	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
1 058745	NAHX 058745	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
3 058746	058748	NAHX 058746	HOPPER	LO	LO	058748	TON	6,000 CUBIC FEET		
1 058749	NAHX 058749	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
1 058750	NAHX 058750	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
1 058759	NAHX 058759	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
1 058760	NAHX 058760	HOPPER	HOPPER	LO	LO	L654	TON	6,000 CUBIC FEET		
12 058761	058772	NAHX 058761	HOPPER	LO	LO	058772	TON	6,000 CUBIC FEET		
1 058773	NAHX 058773	HOPPER	HOPPER	LO	LO	L354	TON	6,000 CUBIC FEET		
7 058774	058780	NAHX 058774	HOPPER	LO	LO	058780	TON	6,000 CUBIC FEET		
1 058783	NAHX 058783	HOPPER	HOPPER	LO	LO	L254	TON	6,000 CUBIC FEET		
1 058800	NAHX 058800	HOPPER	HOPPER	LO	LO	L354	TON	6,000 CUBIC FEET		
27 058824	058850	NAHX 058824	HOPPER	LO	LO	058850	TON	6,000 CUBIC FEET		
70 072406	072475	NAIX 072406	TANK	TM	TM	072475	TON	21,000 GALLON CAPACITY	DOT-SPEC.	DOT111A100W3

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1978 SERIES

SERIAL #	CAR INIT. FROM TO	RUNNING #	CAR TYPE	MACH A/R DESN CODE	TRUCK CAPACITY	DESCRIPTION
53	G72477	072529	NAHX	072477.072529	TANK	TON
3	072530	072532	NAHX	072530.072532	TANK	TON
12	072533	072544	NAHX	072533.072544	TANK	TON
6	072559	072564	NAHX	072559.072564	TANK	TON
25	073585	073609	NAHX	073585.073609	TANK	TON
25	073610	073634	NAHX	073610.073634	TANK	TON
26	077038	077063	NAHX	077038.077063	TANK	TON
40	077116	077155	NAHX	077116.077155	TANK	TON
10	081149	081158	NAHX	081149.081158	TANK	TON
2	093686	093687	NAHX	093686.093687	HOPPER	TON
32	093706	093737	NAHX	093706.093737	HOPPER	TON
25	093743	093767	NAHX	093743.093767	HOPPER	TON
8	093772	093779	NAHX	093772.093779	HOPPER	TON
25	093785	093809	NAHX	093785.093809	HOPPER	TON
52	093833	093884	NAHX	093833.093884	HOPPER	TON
7	093885	093891	ATW	093885.093891	HOPPER	TON
9	093892	093900	NAHX	093892.093900	HOPPER	TON
27	093906	093932	NAHX	093906.093932	HOPPER	TON
10	093950	093959	NAHX	093950.093959	HOPPER	TON
7	094008	094014	NAHX	094008.094014	HOPPER	TON
1	094000	094000	NAHX	094000.094000	HOPPER	TON
74	390001	390074	NAHX	390001.390074	HOPPER	TON
15	390083	390097	NAHX	390083.390097	HOPPER	TON
1	390101	390101	NAHX	390101.390101	HOPPER	TON
21	390104	390124	NAHX	390104.390124	HOPPER	TON
11	455000	455010	NAHX	455000.455010	HOPPER	TON
1	455011	455011	NAHX	455011.455011	HOPPER	TON
25	455012	455036	NAHX	455012.455036	HOPPER	TON
61	455038	455098	NAHX	455038.455098	HOPPER	TON
1	455100	NAHX	455100	455100	HOPPER	TON
49	455102	455150	NAHX	455102.455150	HOPPER	TON
302	455152	455453	NAHX	455152.455453	HOPPER	TON
2	455455	455456	NAHX	455455.455456	HOPPER	TON
19	455458	455476	NAHX	455458.455476	HOPPER	TON
66	455478	455543	NAHX	455478.455543	HOPPER	TON
5	455545	455549	NAHX	455545.455549	HOPPER	TON
13	455551	455563	NAHX	455551.455563	HOPPER	TON
30	455565	455594	NAHX	455565.455594	HOPPER	TON
4	455596	455599	NAHX	455596.455599	HOPPER	TON
13	465125	465137	NAHX	465125.465137	HOPPER	TON
61	465139	465199	NAHX	465139.465199	HOPPER	TON
30	479400	479429	KHSR	479400.479429	HOPPER	TON
24	479430	479453	NAHX	479430.479453	HOPPER	TON
10	479455	479464	NAHX	479455.479464	HOPPER	TON
11	479467	479477	NAHX	479467.479477	HOPPER	TON

NORTH AMERICAN CAR CORPORATION
EQUIPMENT TRUST
SECOND 1978 SERIES

SERIAL #	CAR INIT	RUNNING #	CAR TYPE	MECH DESIGN CODE	TRUCK CAPACITY	DESCRIPTION
QUANT.	FROM TO	FROM TO				
33	479479	479511	NAHX	479479	L153	TON
5	479513	479517	NAHX	479513	L153	TON
112	479519	479630	NAHX	479519	L153	TON
3	479632-479634	NAHX	479632-479634	HOPPER	L153	TON
69	479681	479749	NAHX	479681	L153	TON
40	479800	479839	NAHX	479800	L153	TON
9	479841	479849	NAHX	479841	L153	TON
30	4803C0	480329	NAHX	480300	L153	TON
6	480359	480364	NAHX	480359	L153	TON
16	480384	480399	NAHX	480384-480399	L153	TON
3	480800	480802	NAHX	480800	L153	TON
5	481100	481104	NAHX	481100	L153	TON